



Requisition Number: # R0069621

Request for Proposal

For

Wireless Communications Services
City of Chattanooga, Tennessee

**Letter of Intent Due
August 4, 2003**

**Pre-Proposal Meeting
10 A.M. EST., August 14, 2003
City Hall Annex Building
100 East Eleventh Street
Second Floor Conference Room
Chattanooga, TN 37402**

**Proposals Due Date
August 28, 2003
4:00 P.M., EST**

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SECTION I – OVERVIEW, RFP FORMAT and APPLICATIONS

Overview:

The City's wireless services user community is composed of eight departments. These organizations have different needs and applications. In an effort to satisfy as many individual organizational needs as possible, it is highly unlikely that one wireless vendor will be selected to serve all of the City's wireless needs. Vendors will be recommended for selection based on the solutions recommended, specifications, administrative and contractual information found in this Request for Proposal document. The Chattanooga City Council will make the final award of the contract(s).

Vendors should include the following information in their solution recommendation(s):

- Statement or heading of issue being addressed displayed at the top of the response statement.
- Recommended products and services along with their features and benefits in narrative or bullet point format
- Optional accessories and features should be included in the costs if they are part of the recommended solution.
- Vendors will be asked to recommend solutions to applications currently in existence at the City. Vendors can provide recommendations for 1 or all of the current applications.
- Wireless service; equipment; customer support; repairs and invoicing specifications must be addressed regardless of the number of solution recommendations a vendor chooses to submit.
- Realizing that different providers will have different solutions to the same issue, the City will be looking for the best possible solution to meet the City's needs at the most efficient cost possible.
- Vendors are encouraged to think creatively when recommending solutions.
- Statement of N11 Abbreviated Dialing policy and procedures for allowing 311 dialing from their handsets in the Chattanooga service area to the City's 311 Call Center. ***(Note: Vendors offering 311 access without any financial obligation to the City would be preferred).***

Pricing:

Please provide the costs associated with each of the solutions your organization is recommending. These costs should include the various models of telephones or wireless service devices recommended, monthly service charges, airtime and any other associated charges. The costs should be presented in such a way that those evaluating the costs of the recommended solution could ***easily*** identify:

- The total cost based on the approximate number of users involved
- The cost of each additional user added to the solution

Note: Wireless needs variety within the City

To assist vendors in responding appropriately to the specifications of this RFP, we will attempt to give an approximate number of users needing particular features. However, this number is not a guarantee or commitment from the City that the selected vendor(s) will secure that many users. Cell phone and wireless services are assigned to employees based on business needs and the number of users can and will fluctuate.

SECTION I

WIRELESS APPLICATIONS: User Requirements

Tier One Voice

This group of users requires a variety of mobile productivity features from their wireless service:

- Local and long distance calling access to landline and other mobile numbers
- Radio or other direct and group access to City Users
- Caller ID delivery on incoming calls and the ability to block caller ID from City handsets
- Wide variety of high-quality, durable handsets and accessories, i.e. belt clips, carrying cases, earpieces, car and home chargers etc.
- 2 way messaging and paging ability
- Vibrator option during silent mode
- Internet-ready phones (Internet service optional)
- Mobile computing hardware/software that can be used with handheld PDAs and laptops
- “Smart” phones or other wireless devices that can serve as PDAs and the software to support email and network access from these devices.
- Voicemail
- Other leading edge wireless advancements that are available now and in the future
- Minutes that pool across the entire user population on the rate plans recommended
- Flexible pricing plans, i.e. ability to purchase additional minutes as needs change

Solution must plainly show the cost of each individual unit, service plan and any recommended accessories or additional services.

Approximate number of possible users: 350

Tier Two Voice

These individuals need basic services that would allow contact with them while they are away from landline telephone access:

- Local calling access to landline and other mobile numbers or the ability to receive a text message on a mobile device
- Two way messaging (optional)
- Voicemail (if recommendation includes a handset)
- Durable handset and basic accessories, i.e. belt clip, car/home chargers (if recommendation includes a handset)
- Minutes that pool across the entire user population on the rate plans recommended
- Flexible pricing plans, i.e. the ability to purchase additional minutes or limit usage to a designated level, based on user needs

Solution must plainly show the cost of each individual unit, service plan and any recommended accessories or additional services.

Approximate number of possible users: 100

Companion and Multiple Numbers

The City of Chattanooga would like to have a “companion plan” available that would provide the same rate plan and services to City of Chattanooga employee’s families and to City employees who do not meet the guide lines for City provided wireless service. The increased usage generated by these personal accounts should be a benefit to the City’s wireless contract, i.e. personal and corporate usage included in calculations for discounts, etc. The City would not have any financial responsibility for these personal accounts. Invoices for these services would be sent to and would be the responsibility of the individual user.

For individuals with City provided wireless service, the City would like to provide these users with a way to have personal service and City service on the same handset. For example, an employee has a City provided wireless telephone. She has one telephone number that is used for City business and another number that rings on the same handset for personal calls. The personal usage is billed on a separate account that is sent to her home. The City would not have any financial responsibility for the charges generated on the personal number.

With the solutions recommended to provide service to family members of the employees of the City of Chattanooga and for those employees who require personal accounts, the invoicing for those services must be sent to the individual users and only those users will be responsible for payment of those invoices. The City will be under no financial or legal obligation for services provided via the companion or family plan.

Solution must plainly show the cost of each individual unit, service plan and any recommended accessories or additional services.

WIRELESS APPLICATIONS: Billing; Customer Support and Equipment Service and Repair Requirements

Billing

Departments want a pricing plan that will give them more control over their individual users and organization. And allow for some degree of budgeting and planning based on the actual wireless applications the organization needs.

For example:

- 10 users for Dept. A require Tier Two type access.
- The recommended solution cost is “x” amount
- Dept. A can budget 10 times “x” for those users.

Departments with Tier Two Voice applications desire a standard rate, unlimited calling or alpha/numeric pages plan. Or a solution that would limit service access to a set amount of minutes or pages to help control access costs.

Departments with local and long distance calling (Tier One Voice) desire a service that would provide a reasonable amount of cell phone minutes (400 – 600 anytime) and unlimited access on radio or direct connect type calls to other City users. The ability to purchase additional minutes as needed and minutes that pool throughout the entire user population. Long distance rates (if applicable) should be competitive. Special night and weekend rates are also desired.

The billing structure should allow for hierarchy groupings and internal City billing id numbers to appear on the invoice. There should be one master account level with all sub-accounts for the individual billing organizations rolling up to that master account.

The City’s telecommunications department who will be administering the contract requires billing to be available in paper and electronic format (CD or Web access). The billing program should provide the capability to generate various management reports. The paper and/or electronic invoices for wireless service should be sent each month and received by the City no later than the 10 to 15 days from the last day in the billing cycle. For example: Billing for usage generated from 1/1 through 1/31. Invoice received by the City no later than 2/15.

Discounts, credits and other rate plan related charges should be displayed at the individual user level and be understandable to the average layperson familiar with vendor invoices.

Customer Support

The City’s IS Telecommunications Staff depends on the vendors involved with our organization to work with us as “business partners”, to become extended members of our staff. We desire long term, mutually beneficial business relationships. The vendor(s) selected to provide the City of Chattanooga’s wireless services should provide the City with a dedicated, local account team. This team would work with the City on invoicing

billing issues, service activations and modifications and meeting the changing wireless service needs of the City.

Selected vendor(s) must provide a toll free number to customer service that is accessible 24 hours/7 days per week.

Equipment Service and Repairs

Equipment replacements, with a like make and model or newer more technically advanced model shall be offered at the best possible rate the vendor(s) can offer the City.

When repair is required for a unit, vendor(s) should have an easy solution available for the City. A local servicing facility or drop ship arrangements should be made so damaged units can be delivered to the repair organization, repaired and returned to the user. Repair charges will be the responsibility of the City department responsible for that unit. To assist in that part of the process, the City's IS Telecom department will work with the vendor(s) to develop the procedures and necessary repair paper work.

The City of Chattanooga will evaluate the various types of wireless phones/service units offered by vendors at its sole discretion.

Any new wireless phone/service unit product, which as a result of revisions, alterations, modifications, additions or technical improvements must be offered for approval for consideration for replacement of discontinued models. These wireless units must not exceed the price of those they replace and should be offered at the best possible corporate discount vendor(s) can offer the City.

Any wireless phone/service unit purchased from provider must be warranted to be free of defects in design, parts, materials and workmanship for a minimum period of one (1) year from the date of activation. This warranty will include all parts and labor. All equipment must be new unless otherwise agreed, in writing, by the City of Chattanooga.

Solutions Checklist:

Vendors must attach their replies to the following questions and statements along with detailed solutions proposed for the City's applications as stated in this RFP:

- The City of Chattanooga's 311 Call Center provides citizens with one number to call for City provided services or City related inquiries. As a benefit to your Chattanooga customers, will you provide 311 abbreviated dialing from your company's handsets?
- | | | | |
|----|--|-----|----|
| Q1 | | YES | NO |
|----|--|-----|----|
- Comments:**
-
- Will vendor furnish start-up activation **at no charge** for all wireless service subscriptions awarded to the vendor's company?
- | | | | |
|----|--|-----|----|
| Q2 | | YES | NO |
|----|--|-----|----|
- Comments:**
-
- The City's wireless service needs change based on business applications. Cancellation of individual units or service plans will not be charged any penalties.
- | | | | |
|----|--|-----|----|
| Q3 | | YES | NO |
|----|--|-----|----|
- Comments:**
-
- Vendor will provide loaner equipment for wireless phones or equipment being services when required.
- | | | | |
|----|--|-----|----|
| Q4 | | YES | NO |
|----|--|-----|----|
- Comments:**
-
- Offer optional insurance coverage at a competitive rate to cover lost, stolen or damaged phones or other wireless hardware.
- | | | | |
|----|--|-----|----|
| Q5 | | YES | NO |
|----|--|-----|----|
- Comments:**
-
- The RFP requires that all solutions pool minutes for all users within the recommended rate plan. If these pooled minutes are not all used within the billing cycle, will they "roll over" and be available to use during the next billing cycle?
- | | | | |
|----|--|-----|----|
| Q6 | | YES | NO |
|----|--|-----|----|
- Comments:**
-
- Will the vendor's organization be able to "port" cell phone numbers to other carriers by the year 2004?
- | | | | |
|----|--|-----|----|
| Q7 | | YES | NO |
|----|--|-----|----|
- Comments:**
-
- Will the vendor's handsets or other hardware be able to support GPS/global positioning services?
- | | | | |
|----|--|-----|----|
| Q8 | | YES | NO |
|----|--|-----|----|
- Comments:**

Q9 The vendor shall have all services as specified in this RFP available for the City's user no later than 45 days after contract execution. YES NO
Comments:

WIRELESS COMPANY/CORPORATE INFORMATION

The following items are to be included in the vendor's response to the RFP:

- Size of the organization
- Number of years in business
- Names and contact numbers of staff to be devoted to account.
- Resumes of each key staff member that will be devoted to account.
- A client contact list containing at least four (4) current users of the proposed services and (2) previous users. Clients of the same size as the City and with similar wireless applications would be preferable.
- Ability to provide future benefits through on going research and development.
- General information on other types of products and services available through their company.
- Service area map
- Information on wireless technology being used on vendor's network, i.e. AMPS, GSM, CDMA, TDMA, iDEN, etc.

SECTION II – ADMINISTRATIVE AND CONTRACTUAL INFORMATION

2.1 Inquiries

Questions concerning this RFP may be sent by fax or e-mail by August 7, 2003 to the attention of:

Debbie Talley
Buyer
City of Chattanooga
100 East 11th Street
City Hall Annex Suite 200
Chattanooga, TN 37402

FAX: (423) 757-7201
e-mail: talley_deb@mail.chattanooga.gov

The questions and answers will then be forwarded to all interested parties.

2.2 Exceptions to RFP Specifications

This RFP is intended to describe the City's minimum requirements and response format in sufficient detail to secure comparable proposals. However, vendors are not precluded from submitting proposals that include additional information beyond that described in the specifications. Any exceptions to specifications should be clearly noted and will be considered as they apply to the overall interest of the City.

2.3 Implied Requirements

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the vendor, must be included in the proposal.

2.4 Vendor-Supplied Materials

Any material submitted by a vendor shall become the property of the City unless otherwise requested at the time of submission. Any material considered confidential in nature must be so clearly marked.

2.5 Issuing Office

This RFP shall be governed by the laws of the State of Tennessee, and is issued for the City by the Purchasing Division of the Finance Department.

2.6 Rejection of Proposals

The City reserves the right to reject any and all proposals resulting from this RFP.

2.7 Incurring Costs

The City is not liable for any cost incurred by vendors prior to the issuance of a purchase agreement for the provisioning of wireless services and will not pay for information solicited or obtained.

2.8 Vendor's Proposals

Vendors must submit a response to this RFP in writing. The vendor proposal address the applications detailed in this document. The City reserves the right to reject any proposals that do not address all the specified items outlined in this RFP. Each proposal must be submitted with an original, two (2) hardcopies and electronically on either a CD or ¾" floppy disk to the issuing office.

2.9 Economy of Preparation

Proposals must be prepared simply and economically. They should provide a straightforward and concise description of the capabilities of the services proposed. Promotional and marketing materials maybe included, however, emphasis should be placed on clarity and content.

2.10 Conditions of Agreement

Proposals submitted must be binding for not less than ninety (90) days after the date received. The City will select the proposal, or combination of proposals, that, in it's opinion, is in the best interest of the City. The City reserves the right to reject any and all proposals or portions of a proposal. The City also reserves the right to waive minor technicalities in the proposal. The City not only reserves the right at the sole discretion of the City to reject any and all proposals and to waive technicalities, but also reserves the right of evaluation and the right to determine the methodology for evaluation of the proposals to determine which is the best proposal and to accept the proposal (or proposals) deemed to be in the best interest of the City, i.e., the most qualified proposal will not necessarily be the proposal with the lowest cost. Further, the City reserves the right to accept a proposal (or proposals) for any or all items separately or together.

Chattanooga City Council will make the final award of the proposal and contract.

The successful vendor will be expected to enter into contract negotiations with the City that will result in a formal purchase agreement between the parties.

2.11 Applicable Laws

Vendors shall be authorized to transact business in the State of Tennessee. All applicable laws and regulations of the United States, State of Tennessee and ordinances and regulations of the City of Chattanooga and Hamilton County shall apply to any resulting agreement.

2.12 Code of Ethics

With respect to this proposal, if any vendor violates or is a part to a violation of the State of Tennessee, code of Ethics for Public Officers and Employees, such vendor may be disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for goods or services for the City of Chattanooga.

2.13 Collusion

By offering a submission to this invitation for proposal, the vendor certifies that the vendor has not divulged to, discussed or compared this proposal with other vendors and has not colluded with any other vendor or parties to this proposal whatsoever. Also, vendor certifies, and in the case of a joint proposal each party thereto certifies as to their own organization, that in connection with this proposal:

- A. Any prices and/or data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other vendor or with any competitor;
- B. No attempt has been made or shall be made by the vendor to induce any other person or firm to submit a proposal for the purpose of restricting competition;
- C. The only person or persons interested in this proposal, principal/principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- D. No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or established commercial agencies maintained by the Purchaser for the purpose of doing business.

2.14 Assignment

Assignment of this contract or any part thereof, or any funds to be received hereunder by the contractor shall be subject to the approval of the City of Chattanooga.

2.15 Termination of Contracts

Contracts will remain in force for two (2) years with the option to extend for an additional two (2) one (1) year terms and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- A. Expiring prior to completion date by satisfactory deliveries of entire contract requirements.
- B. Extended upon written authorization of the City and accepted by the vendor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- C. Termination for Cause-Purchaser (the City) may terminate this contract for cause in the event of a default by the Selected Vendor(s). In such event, Purchaser shall not be liable to vendor for any amounts, and vendor shall be liable for and shall hold Purchaser harmless from any damage occasioned by vendor's breach or default.
- D. Termination for Convenience-Purchaser may at any time terminate the order in whole or in part for its convenience upon 30 day written notice to the vendor. The vendor shall be entitled to reasonable termination charges with reflect the percentage of the work performed prior to termination.

2.16 Taxes

The City of Chattanooga is exempt from Federal Excise and State Sales Taxes; therefore the vendor is prohibited from delineating a separate line item in this proposal for any sales or service taxes. The City of Chattanooga does not intend to imply that a vendor has no independent tax liability. The City of Chattanooga will provide a Tax Exempt Certificate to the successful Vendor(s).

2.17 Equal Employment Opportunity Clause

The City of Chattanooga, Chattanooga, Tennessee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.2520) and Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all vendors that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

2.18 Rate/Pricing Fluctuation

The usage, service, equipment and other charges presented in response to this RFP shall not increase over the life of the contract. However, reductions in usage rates, equipment, accessories and other item costs should be offered to the City as an amendment to the contract, with terms to be agreed upon by both the City and the Vendor, should these reductions occur during the life of the contract.

SECTION III – GENERAL CONDITIONS

3.1 Availability of Funds

A contract shall be deemed to be in effect only to the extent that there are appropriations available to each Agency for the purchase of such articles/services. The City's extended obligation on those contracts, which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

3.2 Contract Alterations

No alterations or variations in the terms of this contract shall be valid or binding upon the City unless made in writing by the Purchasing Agent or his authorized agent. The Purchasing Agent or his authorized agent may at any time, by written order, and without notice to the sureties, make changes in the work within the general scope of the contract, including changes to the specifications. If such changes cause an increase or decrease in the amount of work under this contract or in the time necessary for its performance, or both, the contract shall be modified in writing accordingly. Additionally, an equitable adjustment in the contract price of the unchanged work will be made if the Purchasing Agent or his authorized agent determines the changes indeed caused a change in the Contractor's cost.

3.3 Termination of Contract

Contracts will remain in force for full periods specified and until all articles/services ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless terminated prior to expiration date by unsatisfactory deliveries/performances of entire contract requirements.

3.4 Subletting of Contracts

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

3.5 Default

In the event of default, the City may award the Contract to the next lowest offeror, if such offeror is willing to enter the contract, or may cover in the open market, or may seek any other remedy provided by the Tennessee Uniform Commercial Code, and may hold the defaulting Contractor liable for all damages provided by law, including the cost of cover.

3.6 Non-Liability

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of

government, act of an alien enemy or by any other circumstances beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may in his discretion, cancel the contract.

3.7 Non-Discrimination

Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or nay member of the public, because of race, creed, color, age, or national origin, or Handicap, or Sex, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers or materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

3.8 Placing of Orders

Orders against contracts will be placed with the Contractor on either a Purchase Order, or Blanket Purchase Order executed and released by the Purchasing Agent. Telephone orders placed directly with the Contractor by the ordering Agency may be authorized by the Purchasing Agent only after execution of a Shipping Release.

3.9 Provision of Other Agencies

Unless otherwise stipulated by the offeror, the offeror agrees when submitting his bid that he will make available to all City agencies and departments, joint City agencies, in-City municipalities, the proposal prices he submits in accordance wit the proposal terms and conditions, should any said department or agency wish to buy under this proposal.

3.10 General Guaranty

Contractor agrees to:

Save the City, its agents and employees harmless from liability of nay nature or kind for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article, appliance, or service furnished or used in the performance of the contract which the contractor is not patentee, assignee, licensee or owner.

Pay for all permits, licensed and fees and give all notices and comply with all laws, ordinances, rules and regulations for the City and State of Tennessee, and United States of America.

3.11 Indemnity

Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City in consequence of the granting of the contract or which may in any way result there from,

whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, or the City or its employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

3.12 Collusive Bidding

The Offeror certifies that his offer is made without any previous understanding, agreement or connection with any person, firm, or corporation making an offer for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

3.13 Identical Proposals

All identical proposals submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000 in total amount shall, at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-2510 and the Presidential Order dated April 23, 1961 for possible violation and enforcement of antitrust laws.

SECTION IV – RFP LIFE CYCLE

4.1 Letter of Intent – Due Date August 4, 2003

Vendors intending to submit proposals are requested to notify the Purchasing Agent of the City of Chattanooga in writing by the date specified on the cover letter of this RFP. The Letter of Intent should state the fact that you intend to submit a proposal and give a contact name, address, phone number, and FAX number. The Letter of Intent should be mailed to the Buyer, Debbie Talley, as referenced in Section II, Inquires.

4.2 Pre-Bid Proposal Meeting, 10 A.M. EST, August 14, 2003, City Hall Annex Building 100 East 11th Street, Second Floor Conference Room, Chattanooga, TN 37402

4.3 Response Date: Due Date August 28, 2003

Sealed proposals to be considered must arrive at the issuing office on or before the date and time specified on the cover letter of this RFP.

4.4 Initial Screening

The initial screening of submitted proposals will occur as soon as practical following the opening. The initial screening process will involve evaluating all proposals for completeness, conformity, clarity, and compliance to all the RFP requirements. Proposals not meeting minimum requirements will be rejected and dropped from further consideration.

4.5 Oral Presentation

Vendors submitting a proposal that passes initial screening may be invited to make an oral presentation of their proposal to the City. Invitations will be given solely at the initiative of the City for any purpose the City deems necessary. Such presentations provide an opportunity for the vendor to clarify their proposal and ensure that a thorough, mutual understanding exists. Oral presentations are not mandatory, but may be requested by the City as an option. These conferences may be conducted by telephone or video-conference.

4.6 Final Evaluation

After all requested oral presentations have been completed, the final evaluation begins. The final evaluation will be completed as soon as practical depending upon the availability and time constraints placed upon the members of the evaluation team.

4.7 Proposal Acceptance

After the final evaluation, the chosen vendor will be notified and contract discussion and negotiation between the City and the selected vendor will begin. The content of this RFP and the successful vendor's proposal will become an integral part of the contract, but may be modified by the negotiations. Vendors are requested to submit current contract forms with their proposal for review by the City.

The Vendor shall have all services specified herein available for the City's use no later than 45 days after contract execution.

Chattanooga City Council will make the final award of the proposal or contract.

4.8 Vendor Solutions-Evaluation Criteria

These are the major factors involved in the evaluation process:

- Price
- Coverage capabilities
- Creative solutions to accommodate the various needs of the City of Chattanooga
- Customer support

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all materials and equipment contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the City's Equal Employment Opportunity/Title VI Compliance Officer. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records,

personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the contractor and/or subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Company)

(Date)
